

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Ngozi A. Jordan,

Plaintiff,

vs.

Citicorp Credit Services, Inc., INC., et al

Defendants.

CASE No.: 08 Civ. 4922

ECF case

**DEFENDANT EXPERIAN INFORMATION SOLUTIONS, INC.'S
ANSWER AND AFFIRMATIVE DEFENSES TO COMPLAINT**

EXPERIAN INFORMATION SOLUTIONS, INC. (hereinafter "Experian"), erroneously sued as "Equifax Experian," by its undersigned attorneys answers the Complaint filed by Plaintiff Ngozi Jordan (hereinafter "Plaintiff") as follows:

INTRODUCTION

1. In response to paragraph 1 of the Complaint, Experian states that the FCRA and FDCPA speak for themselves and, on that basis, Experian denies any allegations of paragraph 1 inconsistent therewith. Without conceding whether or not Plaintiff states any viable claim for relief, Experian admits that the Complaint purports to seek damages pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et. seq.* ("FCRA"), and the Fair Debt Collection Practices Act, 15 U.S.C. § 1681, *et. Seq.* ("FDCPA"). Except as specifically admitted, Experian denies each and every allegation contained in paragraph 1.

JURISDICTION

2. In response to paragraphs 2, Experian denies that Plaintiff is entitled to any relief whatsoever; notwithstanding this fact, to the extent that Plaintiff can maintain a federal cause of action, jurisdiction and venue would be proper in this Court.

PARTIES

3. In response to paragraph 3, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies each and every allegation contained in paragraph 3.
4. In response to paragraph 4 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies each and every allegation contained in paragraph 4.
5. In response to paragraph 5 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies each and every allegation contained in paragraph 5.
6. In response to the paragraph 6, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies each and every allegation contained in paragraph 6.
7. In response to paragraph 7 the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies each and every allegation contained in paragraph 7.

8. In response to the paragraph 8, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies each and every allegation contained in paragraph 8.

Factual Allegations

9. In response to paragraph 9 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 9 of the Complaint.
10. In response to paragraph 10 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 10 of the Complaint.
11. In response to paragraph 11 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 11 of the Complaint.
12. In response to paragraph 12 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 12 of the Complaint.
13. In response to paragraph 13 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained

therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 13 of the Complaint.

14. In response to paragraph 14 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 14 of the Complaint.

15. In response to paragraph 15 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 15 of the Complaint.

16. In response to paragraph 16 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 16 of the Complaint.

17. In response to paragraph 17 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 17 of the Complaint.

18. In response to paragraph 18 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 18 of the Complaint.

19. In response to paragraph 19 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 19 of the Complaint.
20. In response to paragraph 20 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 20 of the Complaint.
21. In response to paragraph 21 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 21 of the Complaint.
22. In response to paragraph 22 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 22 of the Complaint.
23. In response to paragraph 23 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 23 of the Complaint.
24. In response to paragraph 24 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained

therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 24 of the Complaint.

25. In response to paragraph 25 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 25 of the Complaint.

STATEMENT OF CLAIMS

26. In response to paragraph 26 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 26 of the Complaint.
27. In response to paragraph 27 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 27 of the Complaint.
28. In response to paragraph 28 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 28 of the Complaint.
29. In response to paragraph 29 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 29 of the Complaint.

30. In response to paragraph 30 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 30 of the Complaint.
31. In response to paragraph 31 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 31 of the Complaint.
32. In response to paragraph 32 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 32 of the Complaint.
33. In response to paragraph 33 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 33 of the Complaint.
34. In response to paragraph 34 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 34 of the Complaint.
35. In response to paragraph 35 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 35 of the Complaint.
36. In response 36, Defendant Experian admits that it is a Credit Reporting Agency as stated in the Fair Credit Reporting Act. In response to the remaining allegations in paragraph 36 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that

basis, denies, generally, each of the allegations of paragraph 36 of the Complaint that it does not specifically admit.

37. In response to paragraph 37 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 37 of the Complaint.

38. In response to paragraph 38 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 38 of the Complaint.

39. In response to paragraph 39 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 39 of the Complaint.

40. In response to paragraph 40 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 40 of the Complaint.

41. In response to paragraph 41 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 41 of the Complaint.

42. In response to paragraph 42 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 42 of the Complaint.

43. In response to paragraph 43 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained

therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 43 of the Complaint.

44. In response to paragraph 44 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 44 of the Complaint.

45. In response to paragraph 45 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 45 of the Complaint.

46. In response to paragraph 46 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 46 of the Complaint.

47. In response to paragraph 47 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 47 of the Complaint.

48. In response to paragraph 48 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 48 of the Complaint.

49. In response to paragraph 49 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 49 of the Complaint.

50. In response to paragraph 50 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 50 of the Complaint.

51. In response to paragraph 51 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 51 of the Complaint.

52. In response to paragraph 52 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 52 of the Complaint.

53. In response to paragraph 53 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 53 of the Complaint.

54. In response to paragraph 54 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 54 of the Complaint.

55. In response to paragraph 55 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 55 of the Complaint.

56. In response to paragraph 56 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained

therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 56 of the Complaint.

57. In response to paragraph 57 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 57 of the Complaint.

58. In response to paragraph 58 of the Complaint, Experian does not have knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and, on that basis, denies, generally and specifically, each and every allegation of paragraph 58 of the Complaint.

59. In response to paragraph 59 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 59 of the Complaint.

60. In response to paragraph 60 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 60 of the Complaint.

61. In response to paragraph 61 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 61 of the Complaint.

62. In response to paragraph 62 of the Complaint, Plaintiff asserts conclusions of law and, on that basis, Experian therefore denies, generally and specifically, each and every allegation of paragraph 62 of the Complaint.

AFFIRMATIVE AND OTHER DEFENSES

FIRST DEFENSE

The Complaint herein fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle the Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

SECOND DEFENSE

All or part of Plaintiff's claims for relief listed in the Complaint are barred by the applicable statute of limitations, including but not limited to that under the federal Fair Credit Reporting Act, 15 U.S.C. § 1681p.

THIRD DEFENSE

The Complaint and each claim for relief therein is barred by laches.

FOURTH DEFENSE

Plaintiff's claims against Experian are barred because information Experian communicated to any third person regarding Plaintiff was true.

FIFTH DEFENSE

Any purported damages allegedly suffered by Plaintiff are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

SIXTH DEFENSE

Plaintiff has failed to mitigate her damages.

SEVENTH DEFENSE

Any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff herself and resulted from Plaintiff's own negligence, which equaled or exceeded any alleged negligence or wrongdoing by Experian.

EIGHTH DEFENSE

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of the Plaintiff. Therefore, the Plaintiff is estopped and barred from recovery of any damages.

NINTH DEFENSE

Experian's actions are subject to a qualified privilege, including but not limited to that provided under the federal Fair Credit Reporting Act, 15 U.S.C. § 1681h(e).

TENTH DEFENSE

The Complaint, and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

ELEVENTH DEFENSE

Plaintiff's alleged injuries were not caused by Experian, but by independent intervening causes which had no relation in fact to any conduct of Experian.

TWELFTH DEFENSE

Plaintiff has failed to join all necessary and/or indispensable parties to this suit.

THIRTEENTH DEFENSE

All or part of Plaintiff's state law claims for relief listed in the Complaint are inconsistent with and thus preempted by applicable federal law, including but not limited to preemption by the federal Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.*

FOURTEENTH DEFENSE

Experian reserves the right to assert additional affirmative defenses, at such time, and to such extent as warranted by discovery and factual developments in this case.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff takes nothing by virtue of the Complaint herein and that this action be DISMISSED in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: July 27, 2008

Dated: New York, New York
July 27, 2008

Respectfully submitted,

/s/ Michael D. Silberfarb

Michael D. Silberfarb (MS 9678)

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Counsel for Defendant

EXPERIAN INFORMATION SOLUTIONS,
INC.

UNITED STATES DISTRICT COURT
SOUTHERN OF NEW YORK

I hereby certify that on the 28 day of July, 2008, I caused a copy of Defendant Experian Information Solutions, Inc.'s Answer and Affirmative Defenses to Complaint to be filed with the Clerk of Court using the CM/ECF system which will send notification of such filing to counsel of record.

Dated: New York, New York
July 28, 2008

Respectfully submitted,

/s/ Michael D. Silberfarb

Michael D. Silberfarb (MS 9678)

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